



B. Tab B Signed Standard Forms 33

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES	
2. CONTRACT NUMBER HSBP10-17-C-00137		3. SOLICITATION NUMBER HSBP1017R0031		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/14/2017		6. REQUISITION/PURCHASE NUMBER 20095257	
7. ISSUED BY DHS - U.S. Customs and Border Protection (CBP) Washington, D.C. 20229			8. ADDRESS OFFER TO (If other than item 7) Send electronic submissions to: DCSS@CBP.DHS.GOV						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and <input type="checkbox"/> copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in n/a until n/a local time n/a (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME (b) (6), (b) (7)(C)		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION		C. E-MAIL ADDRESS DCSS@cbp.dhs.gov			
11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM			X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
X	C	DESCRIPTION/SPECS./WORK STATEMENT			X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			X	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS							
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-15, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 (for steps 1&2) calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
			00001 (Step 2)		08/11/2017		00003 (Step 2)		08/22/2017
			00002 (Step 2)		08/14/2017		00004 (Step 2)		08/23/2017
15A. NAME AND ADDRESS OF OFFEROR		CODE 12D18		FACILITY		15. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b)(6); (b)(7)(C)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. (b)(6); (b)(7)(C)		18. OFFER DATE 08/29/2017			
703 457 2992		<input checked="" type="checkbox"/>							
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than item 7)			25. PAYMENT WILL BE MADE BY			CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Susan D. Eichler			27. (b)(6); (b)(7)(C) (Signature of Contracting Officer)			28. AWARD DATE 9.30.2017			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 6/2014)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Part I – The Schedule

Section B: Supplies or Services and Price/Costs

B.1 The purpose of this U.S. Customs and Border Protection (CBP) single award Contract is to obtain Data Center Support Services (DCSS), to provide the Office of Information and Technology (OIT) with support in all aspects of information technology. These services primarily include, but are not limited to, the management and operations of all OIT IT Infrastructure, support within the Enterprise Operations Center (EOC), End User Computing, Asset Management, as well as Infrastructure Support for Engineering Solutions and ongoing Operations.

B.2 The Government will award a Hybrid Contract comprised of the following contract types: Cost-Plus-Award-Fee (CPAF), Labor-Hour (LH), and Cost Reimbursement (CR) and at some point during the contract, some CLINs will transition to Firm-Fixed-Price (FFP). The following Contract Line Items (CLINs) will be used for the DCSS Contract.

	TRANSITION-IN PERIOD CONTRACT AWARD + 120		
CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
		CPAF*	
0001	Information Technology (IT) Program Management		(b) (4)
0002	Enterprise Operations Center Support	CPAF	
0003	Local Area Network Support	CPAF	
0004	Storage Management	CPAF	
0005	Database Services	CPAF	
0006	Mainframe Operations	CPAF	
0007	General Servers and Virtualization	CPAF	
0008	Service Design and Transition Support	CPAF	
0009	Enterprise Web Services	CPAF	
0010	Security Engineering and IT Security	CPAF	
0011	Identity Credential Access Management (ICAM)	CPAF	
0012	Data Engineering Services	CPAF	
0013	OPTIONAL TASK A – CLOUD HOSTING SERVICES –OTHER	CR	
0014	OPTIONAL TASK B – BUSINESS CONTINUITY	CPAF	
0015	OPTIONAL SURGE CLIN	LH	
0016	AWARD FEE	CR	
0017	BASE FEE (FIXED)	FIXED	
TRANSITION -IN TOTAL	(9/30/2017 - 1/29/2018)		

**LH: Labor-Hour

**CPAF: Cost-Plus-Award-Fee

**CR: Cost Reimbursement (Excludes profit/fee)

CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
0018	Information Technology (IT) Program Management	CPAF*	(b) (4)
0019	Enterprise Operations Center Support	CPAF	
0020	Local Area Network Support	CPAF	
0021	Storage Management	CPAF	
0022	Database Services	CPAF	
0023	Mainframe Operations	CPAF	
0024	General Servers and Virtualization	CPAF	
0025	Service Design and Transition Support	CPAF	
0026	Enterprise Middleware Services	CPAF	
0027	Security Engineering and IT Security	CPAF	
0028	Identity Credential Access Management (ICAM)	CPAF	
0029	Data Engineering Services	CPAF	
0030	OPTIONAL TASK A – CLOUD HOSTING SERVICES – OTHER DIRECT COSTS	CR	
0031	OPTIONAL TASK B – BUSINESS CONTINUITY PLANNING (BCP)	CPAF	
0032	OPTIONAL SURGE CLIN	LH	
0033	AWARD FEE	CR	
0034	BASE FEE (FIXED) [0034AA – 0034AD]	FIXED	
0034AA	BASE FEE – 2 Months (Funded at Contract Award)		
0034AB	BASE FEE – 2 Months		
0034AC	BASE FEE – 2 Months		
0034AD	BASE FEE - 2 Months		
BASE PERIOD TOTAL	1/30/2018 - 9/29/2020		

AWARD FEE AND BASE FEE CLINs ARE ONLY APPLICABLE THROUGH THE TRANSITION AND BASE – THEY GO AWAY AFTER 29 SEPT 2020.

CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
1001	Information Technology (IT) Program Management	LH	(b) (4)
1002	Enterprise Operations Center Support	LH	
1003	Local Area Network Support	LH	
1004	Storage Management	LH	
1005	Database Services	LH	
1006	Mainframe Operations	LH	
1007	General Servers and Virtualization	LH	
1008	Service Design and Transition Support	LH	
1009	Enterprise Middleware Services	LH	
1010	Security Engineering and IT Security	LH	
1011	Identity Credential Access Management (ICAM)	LH	
1012	Data Engineering Services	LH	
1013	OPTIONAL TASK A – CLOUD HOSTING SERVICES – OTHER DIRECT COSTS	CR	

1014	OPTIONAL TASK B – BUSINESS CONTINUITY PLANNING (BCP)	LH	(b) (4)
1015	OPTIONAL SURGE CLIN	LH	
OPTION 1 TOTAL	(9/30/2020 - 9/29/2021)		

CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
2001	Information Technology (IT) Program Management	LH	(b) (4)
2002	Enterprise Operations Center Support	LH	
2003	Local Area Network Support	LH	
2004	Storage Management	LH	
2005	Database Services	LH	
2006	Mainframe Operations	LH	
2007	General Servers and Virtualization	LH	
2008	Service Design and Transition Support	LH	
2009	Enterprise Middleware Services	LH	
2010	Security Engineering and IT Security	LH	
2011	Identity Credential Access Management (ICAM)	LH	
2012	Data Engineering Services	LH	
2013	OPTIONAL TASK A – CLOUD HOSTING SERVICES – OTHER DIRECT COSTS	CR	
2014	OPTIONAL TASK B – BUSINESS CONTINUITY PLANNING (BCP)	LH	
2015	OPTIONAL SURGE CLIN	LH	
OPTION 2 TOTAL	(9/30/2021 - 9/29/2022)		

CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
3001	Information Technology (IT) Program Management	LH	(b) (4)
3002	Enterprise Operations Center Support	LH	
3003	Local Area Network Support	LH	
3004	Storage Management	LH	
3005	Database Services	LH	
3006	Mainframe Operations	LH	
3007	General Servers and Virtualization	LH	
3008	Service Design and Transition Support	LH	
3009	Enterprise Middleware Services	LH	
3010	Security Engineering and IT Security	LH	
3011	Identity Credential Access Management (ICAM)	LH	
3012	Data Engineering Services	LH	
3013	OPTIONAL TASK A – CLOUD HOSTING SERVICES – OTHER DIRECT COSTS	CR	
3014	OPTIONAL TASK B – BUSINESS CONTINUITY PLANNING (BCP)	LH	
3015	OPTIONAL SURGE CLIN	LH	

OPTION 3 TOTAL	(9/30/2022 - 9/29/2023)		(b) (4)
---------------------------	-------------------------	--	----------------

CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
4001	Information Technology (IT) Program Management	LH	(b) (4)
4002	Enterprise Operations Center Support	LH	
4003	Local Area Network Support	LH	
4004	Storage Management	LH	
4005	Database Services	LH	
4006	Mainframe Operations	LH	
4007	General Servers and Virtualization	LH	
4008	Service Design and Transition Support	LH	
4009	Enterprise Middleware Services	LH	
4010	Security Engineering and IT Security	LH	
4011	Identity Credential Access Management (ICAM)	LH	
4012	Data Engineering Services	LH	
4013	OPTIONAL TASK A – CLOUD HOSTING SERVICES – OTHER DIRECT COSTS	CR	
4014	OPTIONAL TASK B – BUSIN CONTINUITY PLANNING (BCP)	LH	
4015	OPTIONAL SURGE CLIN	LH	
OPTION 4 TOTAL	(9/30/2023 - 9/29/2024)		

CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
5001	Information Technology (IT) Program Management	LH	(b) (4)
5002	Enterprise Operations Center Support	LH	
5003	Local Area Network Support	LH	
5004	Storage Management	LH	
5005	Database Services	LH	
5006	Mainframe Operations	LH	
5007	General Servers and Virtualization	LH	
5008	Service Design and Transition Support	LH	
5009	Enterprise Middleware Services	LH	
5010	Security Engineering and IT Security	LH	
5011	Identity Credential Access Management (ICAM)	LH	
5012	Data Engineering Services	LH	
5013	OPTIONAL TASK A – CLOUD HOSTING SERVICES – OTHER DIRECT COSTS	CR	
5014	OPTIONAL TASK B – BUSINESS CONTINUITY PLANNING (BCP)	LH	
5015	OPTIONAL SURGE CLIN	LH	
OPTION 5 TOTAL	(9/30/2024 - 9/29/2025)		

CLIN	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
6001	Information Technology (IT) Program Management	LH	(b) (4)
6002	Enterprise Operations Center Support	LH	
6003	Local Area Network Support	LH	
6004	Storage Management	LH	
6005	Database Services	LH	
6006	Mainframe Operations	LH	
6007	General Servers and Virtualization	LH	
6008	Service Design and Transition Support	LH	
6009	Enterprise Middleware Services	LH	
6010	Security Engineering and IT Security	LH	
6011	Identity Credential Access Management (ICAM)	LH	
6012	Data Engineering Services	LH	
6013	OPTIONAL TASK A – CLOUD HOSTING SERVICES	CR	
6014	OPTIONAL TASK B – BUSINESS CONTINUITY PLANNING (BCP)	LH	
6015	OPTIONAL SURGE CLIN	LH	
AWARD	(9/30/2024 – 9/29/2025)		

ITEM NO.	DESCRIPTION OF SERVICES	CONTRACT TYPE	CEILING AMOUNT
7001	Information Technology (IT) Program Management	LH	(b) (4)
7002	Enterprise Operations Center Support	LH	
7003	Local Area Network Support	LH	
7004	Storage Management	LH	
7005	Database Services	LH	
7006	Mainframe Operations	LH	
7007	General Servers and Virtualization	LH	
7008	Service Design and Transition Support	LH	
7009	Enterprise Middleware Services	LH	
7010	Security Engineering and IT Security	LH	
7011	Identity Credential Access Management (ICAM)	LH	
7012	Data Engineering Services	LH	
7013	OPTIONAL TASK A – CLOUD HOSTING SERVICES – OTHER DIRECT COSTS	CR	
7014	OPTIONAL TASK B – BUSINESS CONTINUITY PLANNING (BCP)	LH	
7015	OPTIONAL SURGE CLIN	LH	
	AWARD TERM 2 (9/30/2026 - 9/29/2027)		

B.3 RESERVED

(b) (4)

***If all options are exercised, award term approved, and all award fee earned.**

B.4 The Government reserves the right to negotiate Firm-Fixed-Price prices for any and/or All CLINs at any time during the life of the Contract after Transition has concluded.

B.5 FUNDING INFORMATION

I.

(b) (4)

II.

CLINs 0001 through 0017 are fully funded in the amount of
The CEILING PRICE OF CLINs 0001 through 0017 is

(b) (4)

*CLINs 0013, 0014 and 0015 are Optional and must be ordered by the GOVERNMENT.

*CLIN 0016 shall not be invoiced against without Contracting Officer authorization.

III.

Incremental funding in the amount of (b) (4) provided for performance under the following CLINs: 0018 through 0031

CLIN 0034AA (Fixed-Price) is fully funded in the amount of (b) (4) at time of award.

NOTE: (b) (4)

**The Government's Limitation of Liability is (b) (4)(b) (4)(b) (4)

**The Contractor shall comply with FAR 52.232-22 Limitation of Funds as long as the Contract remains incrementally funded.

IV. Accounting and Appropriation Data

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0942712000Z000176C2TT040000AHIE IU2012525 TAS# 070 X5543000	(b) (4)
20	6100.2525USCSGLCS0942712000Z00016624TT040000AHIE 644092525 TAS# 070 X5702000	
30	6100.2525USCSGLCS0942712000Z00017500MA120000AHIE IU2012525 TAS# 07020172017 0530000	
40	6100.2525USCSGLCS0942712000ZJE317500AB010000AHIE IUE142525 TAS# 07020172017 0530000	
50	6100.2525USCSGLCS0942712000Z00017500MA110000AHIE IUZ242525 TAS# 07020172017 0530000	
60	6100.2525USCSGLCS0942712000Z20417500AB010000AHIE IUE142525 TAS# 07020172017 0530000	
70	6100.2525USCSGLCS0942712000Z00017500TT010000AHIE 640802525 TAS# 07020172017 0530000	
80	6100.2525USCSGLCS0942712000Z000176C3TT040000AHIE IU2012525 TAS# 070 X5595000	
90	6100.2525USCSGLCS0942712000Z00017500TT010000AHIE 643592525 TAS# 07020172017 0530000	
100	6100.2525USCSGLCS0942712000Z00017500MA120000AHIE IU2012525 TAS# 07020172017 0530000	

Contract No. HSBP10- 17 - C - 00137

110	6100.2525USCSGLCS0942712000Z2XR17500TT040000AHIE IU2012525 TAS# 07020172017 0530000
120	6100.2525USCSGLCS0942712000Z00017500TT010000AHIE IR2012525 TAS# 07020172017 0530000
130	6100.2525USCSGLCS0942712000Z00017500TT070000ADIE TAB442525 TAS# 07020172017 0530000
140	6100.2525USCSGLCS0942712000ZJE317500AB010000AHIE IUE142525 TAS# 07020172017 0530000
150	6100.2525USCSGLCS0942712000Z00017500MA110000AHIE IU2012525 TAS# 07020172017 0530000
160	6100.2525USCSGLCS0942712000ZJV617175R0MA11 IU2012525 TAS# 07020172017 0530000
170	6100.2525USCSGLCS0942712000Z00015460AU021504AHIE IR2012525 TAS# 07020152017 0531000
180	6100.2525USCSGLCS0942712000Z00017500AB010000AHIE IUE142525 TAS# 07020172017 0530000
190	6100.2525USCSGLCS0942712000Z00017530MA110000AHIE IR2012525 TAS# 07020172018 0530000
200	6100.2525USCSGLCS0942712000Z00016460AU021504AHIE IR2012525 TAS# 07020162018 0531000
210	6100.2525USCSGLCS0942712000Z00017500MA110000AHIE IR2012525 TAS# 07020172017 0530000
220	6100.2525USCSGLCS0942712000Z00017500IP080000AHIE IU0202525 TAS# 07020172017 0530000
230	6100.2525USCSGLCS0942712000ZJ1X17175M0MA11 IU4702525 TAS# 07020172018 0530000
240	6100.2525USCSGLCS0942712000Z00017500MA100000AHIE IUE302525 TAS# 07020172017 0530000
250	6100.2525USCSGLCS0942712000Z00017500MA110000AHIE IR2012525 TAS# 07020172017 0530000
260	6100.2525USCSGLCS0942712000Z00017530MA110000AHIE IR2012525 TAS# 07020172018 0530000
270	6100.2525USCSGLCS0942712000Z00017530MA110000AHIE IR2012525 TAS# 07020172018 0530000
280	6100.2525USCSGLCS0942712000Z00017530MA110000AHIE IR2012525 TAS# 07020172018 0530000
290	6100.2525USCSGLCS0942712000Z00017500MA110000AHIE IR2012525 TAS# 07020172017 0530000
300	6100.2525USCSGLCS0942712000Z00011167HQ011504AHIE IR2012525 TAS# 070 X0531000
310	6100.2525USCSGLCS0942712000Z00016460AU021504AHIE IR2012525 TAS# 07020162018 0531000
320	6100.2525USCSGLCS0942712000Z00017500MA110000AHIE IR2012525 TAS# 07020172017 0530000
330	6100.2525USCSGLCS0942712000Z00015460AU021504AHIE IR2012525 TAS# 07020152017 0531000
340	6100.2525USCSGLCS0942712000Z00017500MA110000AHIE IR2012525 TAS# 07020172017 0530000
350	6100.2525USCSGLCS0942712000Z00017500TT010000AHIE IR2012525 TAS# 07020172017 0530000
360	6100.2525USCSGLCS0942712000Z00017530MA110000AHIE IR2012525 TAS# 07020172018 0530000
370	6100.2525USCSGLCS0942712000Z00017633MA110000AHIE IR2012525 TAS# 070 X5595000
380	6100.2525USCSGLCS0942712000Z000176C3MA110000AHIE IR2012525 TAS# 070 X5595000

(b) (4)

V. DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
(b) (4)(b) (4)(b) (4)(b) (4)	10	1.000	09/28/2020
(b) (4)(b) (4)(b) (4)			
(b) (4)(b) (4)(b) (4)(b) (4)			
	20	1.000	09/28/2020
	30	1.000	09/28/2020
	40	1.000	09/28/2020
	50	1.000	09/28/2020
	60	1.000	09/28/2020
	70	1.000	09/28/2020
	80	1.000	09/28/2020
	90	1.000	09/28/2020
	100	1.000	09/28/2020
	110	1.000	09/28/2020
	120	1.000	09/28/2020
	130	1.000	09/28/2020
	140	1.000	09/28/2020
	150	1.000	09/28/2020
	160	1.000	09/28/2020
	170	1.000	09/28/2020
	180	1.000	09/28/2020
	190	1.000	09/28/2020
	200	1.000	09/28/2020
	210	1.000	09/28/2020
	220	1.000	09/28/2020
	230	1.000	09/28/2020
	240	1.000	09/28/2020
	250	1.000	09/28/2020
	260	1.000	09/28/2020
	270	1.000	09/28/2020
	280	1.000	09/28/2020
	290	1.000	09/28/2020
	300	1.000	09/28/2020
	310	1.000	09/28/2020
	320	1.000	09/28/2020
	330	1.000	09/28/2020
	340	1.000	09/28/2020
	350	1.000	09/28/2020
	360	1.000	09/28/2020
	370	1.000	09/28/2020
	380	1.000	09/28/2020

VI. Matrix Correlating CLINs, Item Numbers and Accounting Lines will be incorporated into Section B within 7 days after award.

Section C: Description/Specification

See Section J, Attachment A – Performance Work Statement (PWS)

Section D: Packaging, Packing, and Marking

D.1 MARKINGS

All deliverables submitted to the Government must be accompanied by a packing list or other suitable shipping documentation that shall clearly indicate the following: **(RESERVED)**

Section E: Inspection and Acceptance

E.1. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- **Federal Acquisition Regulation (FAR):**
<https://www.acquisition.gov/far/index.html>
- **Homeland Security Acquisition Regulation (HSAR):**
http://www.dhs.gov/sites/default/files/publications/CPO_HSAR.pdf

Clause No.	Title and Date
52.246-4	Inspection of Services--Fixed-Price (Aug 1996)
52.246-5	Inspection of Services-Cost-Reimbursement (Apr 1984)
52.246-6	Inspection--Time-And-Material And Labor-Hour (May 2001)

The Government reserves the right to reject any deliverable based on defects with respect to completeness, correctness, clarity and logical consistency. In the event of a rejection of any deliverable, the Contracting Officer will notify the contractor in writing within five (5) business days of the receipt of the deliverable of any deficiencies to be corrected. The contractor shall have five (5) business days to correct the deficiencies.

- Accuracy –deliverables shall be accurate in presentation, content, and shall adhere the requirements set forth in this document. All documentation presented to the Government shall be complete, correct, clear, and consistent.
- Clarity – deliverables shall be clear and concise.
- Timeliness – deliverables shall be submitted on or before the due date specified in the statement of work submitted in accordance with a later scheduled dated mutually agreed upon by the Government and contractor. A deliverable is considered timely if submitted on or before the date specified in the Performance Work Statement (PWS) and, and if the Government provides any written notifications of deficiencies, the contractor corrects the deficiencies within five (5) business days.

(END OF SECTION E)

Section F. Deliveries and Performance

F.1. FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- **Federal Acquisition Regulation (FAR 52):**
<https://www.acquisition.gov/far/index.html>
- **Homeland Security Acquisition Regulation (HSAR 305):**
http://www.dhs.gov/sites/default/files/publications/CPO_HSAR.pdf

Clause No.	Title and Date
52.242-15	Stop-Work Order (Aug 1989)
52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984)
52.242-17	Government Delay of Work (Apr 1984)

F.2 PERIOD OF PERFORMANCE (MAR 2003)

The anticipated period of performance of this contract shall be from September 30, 2017 through September 29, 2027. The period of performance is comprised of a 36-month base period which includes a 120-day transition period; five (5), 12-month option periods, and two (2), 12-month award terms thereafter. One (1) 6-month option to extend period may follow for a total of 126 months.

The period of performance will be:

Base Period: Transition-In (120 days) Date of Award + 120 Days and Day 121 - September 28, 2020

Option Year 1: 365 Days after exercise of Option

Option Year 2: 365 Days after exercise of Option

Option Year 3: 365 Days after exercise of Option

Option Year 4: 365 Days after exercise of Option

Option Year 5: 365 Days after exercise of Option

Award Term Period 1: 365 Days after Approval *

Award Term Period 2: 365 Days after Approval *

*Refer to Award Term Plan

Option to Extend Services Period: Up to six months per FAR 52.217-8

F.3 Notice to the Government of Delays

The Contractor shall immediately notify the cognizant COR and CO in writing if difficulties are encountered in meeting performance requirements, complying with the delivery schedule, or completion due dates as a result of actual or potential situations delaying or threatening to delay the timely performance of this contract. The data provided shall be informational only in character and shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.4 Deliverables

F.4.1 Award Fee Plan

A Final Award Fee Plan must be submitted within 30 days after the post-award conference to the Contracting Officer and COR.

F.4.2RESERVED

All other deliverables are identified in Section 3.2 of the Performance Work Statement.

(END OF SECTION F)

Contract No. HSBP10-17-C-00137
Section G: Contract Administration Data

G.1. Points of Contact –

The following subsections describe the roles and responsibilities of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administration information. The Government reserves the right to unilaterally change any of these individual assignments.

DCSS Program Management Office (PMO)

(b)(6); (b)(7)(C)

[REDACTED]

(b)(6); (b)(7)(C)

[REDACTED]

Office of Acquisition– Information Technology Contracting Division (ITCD)

(b)(6); (b)(7)(C)

[REDACTED]

G.2 Contracting Officer's Authority

The CO assigned to this Contract has the responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships.

The CO is the only individual who has the authority to enter into, administer, or terminate this

Contract and is the only person authorized to approve changes to any of the requirements under this Contract, notwithstanding any provision contained elsewhere in this Contract, this authority is non- delegable.

It is the Contractor's responsibility to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract.

The Government will not reimburse the Contractor for any work not authorized by the CO, including work outside the scope of this Contract.

G.3 HSAR 3052.242-72 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of Clause)

G.4 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE-PROCESSING PLATFORM (IPP) (JAN 2016)

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016. "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment" "documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

- Contract Number
- Include labor hours and labor categories for the specific invoice period
- Unit price and total amount of each labor hour/labor categories
- Discount terms
- Company name, telephone number, taxpayer's identification number, and complete mailing address to which payment will be mailed.

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting

Contract No. HSBP10-17-C-00137

requests for payment. Contractor assistance with enrollment can be obtained by contacting

(b) (4)

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

(END OF SECTION G)

Section H: Special Contract Requirements

H.1 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

Each of the twelve base tasks shall have one key person assigned. The same individual may be the key person for several tasks; the same individual may not be the same key person for all tasks. The optional tasks will require key personnel once exercised by the Government. For the base tasks, the following contractor positions have been deemed key personnel:

TASK	Qty
IT Program Manager	1
Enterprise Operations Center Support	1
Local Area Network Support	1
Storage Management	1
Database Services	1
Mainframe Operations	1
General Servers and Virtualization	1
Service Design and Transition Support	1
Enterprise Middleware Services	1
Security Engineering and IT Security	1
Identity Credential Access Management (ICAM)	1
Data Engineering Services	1

CBP requires that the Contractor provide a Contractor Program Manager (IT) Program Management task, above). The Contractor Program Manager Shall serve as a point of contact for the COR and will serve as the interface between the Government and the contractor employees. The Contractor Program Manager shall provide centralized administration of all work performed under this contract.

During any absence of the Contractor Program Manager, only one alternate shall have full authority to act for the Contractor Program Manager on all matters relating to work performed under this Performance Work Statement (PWS).

The Contractor Program Management shall:

- Provide management oversight;
- Manage the day-to-day activities of the Contractor staff;
- Organize; direct and coordinate planning and execution of all contract activities, and review the work of subordinates, including subcontractors, to ensure that the schedule, standards, and reporting responsibilities are met;
- Integrate the Contractor's management and technical activities across the entire contractor staff to ensure they are consistent;
- Ensure that all work on this contract complies with contract terms and conditions and is approved/coordinated with senior corporate managers.
- Be the primary interface with the COR. .
- DAWIA Level III Program Management, FAC-P/PM Senior Level, or Project Management Professional® (PMP®) certification required. Must have a minimum of 10 years Program Management experience on large scale IT operations and maintenance contracts.

H.2 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of Clause)

H.3 SECURITY PROCEDURES (OCT 2009)

1.1 Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.

4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COR). The COR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COR. The Contractor shall provide timely start information to the CO/COR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) other performance related measures.

Clearance Process

The following information is provided to prospective respondents who have never worked with CBP before, or for those who do not have knowledge of the background investigation process.

Information provided is based upon averages, and is meant to provide a basis for estimating the time it may take to clear resources and begin work.

The background investigation (BI) process within the Department of Homeland Security (DHS), Customs and Border Protection (CBP) begins when the contractor submits the Contract Employee Initial Background Investigation Form (Form 77), Background Investigations Requirements Determinations (BIRD) form, Fair Credit Reporting Act release form and the new contractor information sheet to the Government. The Government approved paperwork is then submitted to Internal Affairs (IA) for a determination regarding whether the applicant is eligible for 1) reciprocity, or 2) needs to be invited into e-QIP. CBP IA will review the BIRD request, along with attachments, to conduct the appropriate systems check to render the appropriate determination, i.e., initiation HSBP1017R0031 required, reciprocity eligible, reactive, reciprocity revoked. This determination process takes approximately 1 week.

- 1) If candidate is eligible for reciprocity, the process to a full background investigation averages about 1 month.

2) If the determination rendered was “Initiation Required” or “Reciprocity Revoked”, the

Government will be responsible for taking the appropriate action to allow the applicant access to e-QIP. The applicant will need to complete e-QIP, financial disclosure forms and finger print cards. This process takes approximately one week, however the applicant has up to 30 days. All forms are submitted to the Government for review. If all forms and e-QIP are completed, the BI package is submitted to IA. If not, e-QIP is rejected and must be corrected. After submitting the BI package to IA, the BI is conducted. An Interim BI is the next step in the process and averages approximately 30-45 days. A full BI averages approximately 60-90 days after the Interim BI is granted. Please note that this is the best case scenario, applicants may drop into Delay, which means that more documentation is required for the BI to be completed. Delayed applicants can remain in delay for many months and may be found unsuitable and therefore unable to be hired onto the contract. From submission of documentation to a delay determination usually averages one to two months.

Overall, the average time to receive a Full BI, from submission of the required BI documents, is 104 days. This time estimate is furnished for the purposes of indicating the time required to obtain CBP BI cleared personnel. This is the Government’s estimate and is not intended to be binding on either party or to be the only possible scenario.

2.1 Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, and Section M (1).
2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, and Section M (2).
3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee’s access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee’s life, including employment, education, residences, police and court inquiries, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPi).
4. The Contractor shall submit within ten (10) working days after award of this contract a

list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.

5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP or SSBI requirements may be cause for termination of the contract.

3.0 Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.

4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return sensitive information used in the performance of the contract to the CO/COR. The contractor shall certify, in writing, that all sensitive and non-public information has been from any Contractor-owned system.

4.1 Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.
2. The Contractor shall notify the CO/COR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COR will notify IA/SMD.

5.0 Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

(End of Clause)

D. Disclosure Of Information (MAR 2003)

1.0 General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

2.0 Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

3.0 Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

(End of Clause)

H.4 Non-Personal Service (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1.
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor

employee, the Contractor shall promptly notify the CO of this communication or action.

5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

H.5 Post Award Evaluation of Contractor Performance (JUL 2014)

1.0 Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

2.0 Designated Contractor Representative

The contractor must identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

3.0 Electronic Access to Contractor Performance Evaluations

The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS. The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

H.6 Holidays and Administrative Leave (MAR 2003)

U.S. Customs & Border Protection (CBP) personnel observe the following days as

holidays: New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus
Day President's Day	Veteran's
Day	
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor shall direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect

Contract No. HSBP10 -17 - C -00137
cost in accordance with the Contractor's established accounting policy.

(End of Clause)

H.7. Additional Contractor Personnel Requirements (OCT 2007)

The Contractor shall ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor shall ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional
Title] [Company Name]
Supporting the XXX Division/Office...
U.S. Customs & Border Protection
[Phone]
[FAX]
[Other contact information as desired]

(End of Clause)

H.8 Special Security Requirement - Contractor Pre-Screening (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors shall flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:

- a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
- b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors initiate a drug testing program if they do not have one already in place.

- c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

(End of Clause)

H.9 Safeguarding Of Sensitive Information (MAR 2015)

- (a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.
- (b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” as defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such instances include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A- number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of

information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

- (c) Authorities. The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

- (d) Handling of Sensitive Information. Contractor compliance with this clause, well as the policies and procedures described below, is required.

- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must

handle sensitive but unclassified information DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized as statute or regulation. Examples of sensitive information that are categorized as statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

- (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
 - (3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.
 - (4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.
- (e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.
- (1) Complete the Security Authorization process. The SA process shall proceed according to the DHS Sensitive Systems Policy Directive 4300A (Version 11.0, April 30, 2014), or any successor publication, DHS 4300A Sensitive Systems Handbook (Version 9.1, July 24, 2012), or any successor publication, and the Security Authorization Process Guide including templates.
 - (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency

Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation deployment in the IT system.

The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system controls are implemented and operating effectively.

- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required.

The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones.

Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

- (2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor shall update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.
- (3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.
- (4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
- (5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

- (6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) Sensitive Information Incident Reporting Requirements.

- (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements.

When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment.

A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

- (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;

- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) Sensitive Information Incident Response Requirements.

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
 - (i) Inspections,
 - (ii) Investigations,
 - (iii) Forensic reviews, and
 - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) Additional PII and/or SPII Notification Requirements.

- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:
 - (i) A brief description of the incident;
 - (ii) A description of the types of PII and SPII involved;
 - (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
 - (iv) Steps individuals may take to protect themselves;
 - (v) What the Contractor and/or the Government are doing to investigate the incident to mitigate the incident, and to protect against any future incidents; and
 - (vi) Information identifying who individuals may contact for additional information.
- (i) Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:
 - (1) Provide notification to affected individuals as described above; and/or
 - (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
 - (i) Triple credit bureau monitoring;
 - (ii) Daily customer service;
 - (iii) Alerts provided to the individual for changes and fraud; and
 - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
 - (3) Establish a dedicated call center. Call center services shall include:
 - (i) A dedicated telephone number to contact customer service within a fixed period;
 - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
 - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
 - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;

- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
 - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(End of clause)

H.10 Information Technology Security And Privacy Training (MAR 2015)

- (a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Security Training Requirements.

- (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year.

The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

- (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their

responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

- (c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

For additional information reference Section 5 and 6 of the PWS

H.11 Continuity of Critical Contractor Deliverables Services In the Event of an Emergency (Oct 2009)

1. The Contractor shall submit to the Contracting Officer a contingency plan (the "Plan") for providing uninterrupted mission critical contract services/deliverables in the event of an emergency.
 - a. The contracting officer has identified all or a portion of the contract services under this contract as critical contract services/deliverables in support of mission critical functions. The contractor-provided deliverables that have been determined to be critical contractor services or supplies in support of mission critical functions.
 - b. The contractor shall formulate the proposed Plan prior to the

award of this contract, or at the time of incorporation of this clause into a contract by modification, for continuing the performance of critical contract services/deliverables in this contract during an emergency.

- i. The contractor shall identify in the Plan provisions made for the acquisition of necessary personnel, resources and/or supplies, if necessary, for continuity of operations for up to thirty (30) days or until normal operations can be resumed;
- ii. The Plan must, at a minimum, address and identify –
 1. Challenges associated with maintaining contractor critical services/deliverables during an extended emergency event, such as a pandemic that may occur in repetitious waves;
 2. Any time lapse associated with the initiation of the acquisition of necessary personnel, resources and/or supplies and their actual availability on site;
 3. The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities or performing work from home;
 4. Any established alert and notification procedures for mobilizing identified “critical contractor service personnel”;
 5. The approach for communicating expectations to contractor employees regarding their roles and responsibilities during an emergency.
 6. Any associated changes needed to the contractor’s information technology (IT) infrastructure to support the contract in an emergency; and
 7. Any costs associated with implementing the Plan, if applicable.

c. The contractor recognizes that the contract services/deliverables under this contract are vital to the Government and must be continued without interruption.

In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government’s efforts to maintain the continuity of operations.

2. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor services/deliverables. Any new contracting efforts would be conducted in

Contract No. HSBP10 -17 - C -00137
accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.

3. Any proposed costs associated with implementing the Plan will be evaluated by the contracting officer as part of the initial competition, or at the time they are submitted as proposed costs under a contract modification which incorporates this clause. The Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.
4. In the event the contractor's Plan is exercised by the Government, the contracting officer shall include a written determination in the contract file that the costs associated with the Plan are fair and reasonable and are at the exact same terms as the base contract award, or as the contract as modified.
5. This clause shall be included in subcontracts for the critical services/deliverables.

(End of clause)

H.12 Telecommuting

In accordance with 41 U.S.C. 3306(f), a Federal Government agency shall generally not discourage a contractor from allowing its employees to telecommute in the performance of Government contracts.

(End of clause)

H.13 Product Improvement/Technology Enhancement

(a) At any time during the performance of this task order, the Contractor may submit, or DHS may request a Product Improvement/Technology Enhancement proposal for review. The Contractor is encouraged to discuss product improvement/ technology enhancement ideas with the Integrated Product Team prior to preparing and submitting a formal proposal. These proposals should suggest methods for performing more economically and/or methods for incorporating emerging technology. Changes may be proposed to save money, to improve performance or reliability, to save energy or space, to satisfy increased data processing requirements, to incorporate technological advances in software, or for other technical or business reasons that the Contractor believes may be advantageous to DHS. Discontinuance of equipment is subject to negotiations and to DHS written approval prior to the introduction of a substitute product.

(b) The Government is not liable for proposal preparation costs or any delay in acting upon any proposal. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by DHS within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance or rejection of a proposed change is final and not subject to dispute. Proposals must be valid for at least 30 days.

(c) Any proposed change may be approved, in whole or in part, and the change incorporated into a task order modification signed by both parties. The modification will include an equitable adjustment for the resultant costs or savings and modify any other affected provision of the task order/contract. Until the effective date of the modification, the Contractor shall perform in accordance with the existing contract.

(d) As a minimum, the following information should be submitted by the Contractor with each proposal. The extent and detail provided should be proportionate to the complexity and/or value of the proposed change.

A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) A discussion of the functions of the modeling tool, facilities, services and supplies for the purpose of achieving the essential functions at the lowest life cycle cost and consistent with required performance, reliability, quality, and safety;

(3) Itemized requirements of the modification, which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(4) An estimate of the changes in performance and cost/price, if any that will result from adoption of the proposal;

(5) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as costs of related items, and costs of maintenance and operation;

(6) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the contract;

(7) A statement of the effect on the contract completion date or delivery schedule;

(8) A reasonable method for sharing in the proposed savings, if any, if the proposed change would result in a reduction in the overall life cycle costs.

H.14 3052.216-71 DETERMINATION OF AWARD FEE (SEP 2012)

(a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

(c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within **14** days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(End of clause)

H.15 3052.216-72 PERFORMANCE EVALUATION PLAN (DEC 2003)

(a)) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor **30** calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor **14** calendar days prior to the start of the evaluation period to which the change will apply.

(End of clause)

H.16 3052.216-73 DISTRIBUTION OF AWARD FEE (DEC 2003)

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period: See Table Below
Available Award Fee: See Table Below

Evaluation Periods	1	2	3	4	Total
Allocation %	(b) (4)				
Available Award Fee					

(b) Payment of the base fee and award fee shall be made, provided that after payment of (b) (4) percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed (b) (4) percent of the total base fee and potential award fee or (b) (4) whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may not be made without using a contract modification.

(End of clause)

H.17 Exclusion from Future Agency Contracts

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded future Government contracts.

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract situations:

- (1) Unequal access to information. Access to "nonpublic information" as part of the performance of a CBP contract could provide the contractor a competitive advantage in a later competition for another CBP contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the CBP procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

Alternatively, the "nonpublic information" may be provided to all vendors.

- (2) Biased ground rules. A contractor in the course of performance of a CBP contract, has in some fashion established important "ground rules" for another CBP contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future CBP procurement. The primary concern of CBP in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the CBP procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.
- (3) Impaired objectivity. A contractor in the course of performance of a CBP contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the CBP could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the CBP procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(b) In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

- (1) The Contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.
 - (2) The Contractor shall be excluded from competition for, or award of any CBP contract for which the contractor actually assists in the development of the solicitation, specifications or statements of work.
 - (3) The Contractor shall be excluded from competition for or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract.
 - (4) The Contractor shall be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.
- (c) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.
- (d) The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.
- (e) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.
- (f) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

(End of clause)

H.18 RESERVED.

H.19 AWARD TERMS (SPECIAL CLAUSE)

- (a) The period of performance, as stated on page 11, may be extended not to exceed one-

hundred-twenty-six (126) months from task order award, by granting five (5) option periods, and up to two (2) twelve- month award terms on the basis of contractor performance. A potential six-month Extension of Services is also included, in accordance with FAR Clause 52.217-8.

(b) The Award Term Evaluation Plan provides for the evaluation of contractor performance, and together with Agency need and availability of funding, serves as the basis for award term decisions.

(c) The Award Term Evaluation Plan describes the evaluation periods and associated award term periods and the evaluation schedule.

(d) If Contractor performance falls below the applicable standards outlined in the Quality Assurance Surveillance Plan (QASP) and the Award Term Plan, indicating a pattern of poor performance, the contractor will not be eligible for Award Term consideration.

(e) The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the contractor failing to earn or forfeiting award term.

(f) This clause does not confer any other rights to the contractor other than the right to earn additional contract term(s) as specified in the Award Term Evaluation Plan. Any additional contract term awarded to the contractor under this clause is subject to all of the other terms and conditions of this Contract. Should the terms of this clause conflict with the terms of any other clause under this Contract, then this clause shall be subordinate.

(End of clause)

H.20 PROGRESS REPORTING OF EXPENDITURES (Special Clause)

(a) The Contractor shall submit a report of expenditures within 45 days after award, and every 28th calendar of the month thereafter.

(b) The Contractor shall create and maintain a Dashboard using its own format that includes the following information:

- (i) PWS Task Order Number
- (ii) Cost of Work Performed (current and cumulative)
- (iii) Cost of Work Performed for the Month (current and cumulative)
- (iv) Estimated Cost to Complete
- (v) Management Reserve

(End of Clause)

Part II – Contract Clauses

Section I. Contract Clauses

I.1. FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- **Federal Acquisition Regulation (FAR):**

<https://www.acquisition.gov/far/index.html>

- **Homeland Security Acquisition Regulation (HSAR):**

http://www.dhs.gov/sites/default/files/publications/CPO_HSAR.pdf

Clause No.	Title and Date
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for al or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2015)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Jan 2017)
52.203-19	Prohibition on Requiring Certain Internal Confidential Agreements or Statements (Jan 2017)
52.204-4	Printed or copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting executive Compensation and First-Tier Subcontract Awards (Oct 2016)
52.204-12	Data Universal Numbering System Number Maintenance (Oct 2016)
52.204-13	System for Aw Management Maintenance (Oct 2016)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)
52.204-18	Commercial and Government Entity Code Maintenance (July 2016)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.210-1	Market Research (Apr 2011)
52.215-2	Audit and Records -- Negotiation (Oct 2010)
52.215-11	Price Reduction or Defective Certified Cost or Pricing Data -- Modifications (Aug 2011)
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications (Oct 2010)
52.215-15	Pension Adjustments and Asset Revisions (Oct 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-22	Limitation on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)
52.215-23	Limitations on Pass-Through Charges (Oct 2009)

Clause No.	Title and Date
52.216-7	Allowable Cost and Payment (Jun 2013), Alternate I (Jun 2013)
52.219-8	Utilization of Small Business Concerns (Nov 2016)
52.219-9	Small Business Subcontracting Plan (Jan 2017), Alternate II (Nov 2016)
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-29	Notification of Visa Denial (Apr 2015)
52.222-35	Equal Opportunity for Veterans (Oct 2015)
52.222-36	Affirmative Action for Workers With Disabilities (July 2014)
52.222-37	Employment Reports on Veterans (Feb 2016)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.222-54	Employment Eligibility Verification (Oct 2015)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-6	Drug-Free Workplace (May 2001)
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products (Oct 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.224-3	Privacy Training (Jan 2017) and Alternate I (Jan 2017)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec 2007), Alternate I (Apr 1984)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-3	Patent Indemnity (Apr 1984)
52.227-6	Royalty Information (Apr 1984)
52.227-13	Patent Rights—Ownership by the Government (Dec 2007), Alternate I (Jun 1989), Alternate II (Dec 2007)
52.227-14	Rights in Data – General (May 2014) and Alternate V (May 2014)
52.227-16	Additional Data Requirements (June 1987)
52.227-17	Rights in Data –Special Works (Dec 2007)
52.227-19	Commercial Computer Software License (Dec 2007)
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems (May 2014)
52.227-22	Major System Minimum Rights (Jun 1987)
52.227-23	Rights to Proposal Data (Technical) (June 1987)
52.228-7	Insurance—Liability to Third Persons (Mar 1996)
52.230-2	Cost Accounting Standards (May 2012)
52.230-6	Administration of Cost Accounting Standards (Jun 2010)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-17	Interest (May 2014)
52.232-18	Availability of Funds (April 1984)
52.232-20	Limitation of Cost (April 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jul 2013)
52.232-32	Performance-Based Payments (May 2017)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Jul 2013)
52.239-1	Privacy or Security Safeguards (Aug. 1996)

Clause No.	Title and Date
52.243-1	Changes - Fixed Price (Aug 1987), Alternate V (Apr 1984)
52.243-2	Changes - Cost-Reimbursement (Aug 1987), Alternate V (Apr 1984)
52.243-3	Changes--Time-And-Materials Or Labor-Hours (SEP 2000)
52.243-6	Change Order Accounting (Apr 1984)
52.243-7	Notification of Changes (Jan 2017)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-1	Government Property (Jan 2017)
52.245-9	Use and Charges (Apr 2012)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-6	Termination (Cost-Reimbursement) (Ma 2004)
52.249-8	Default (Fixed-Price Supply and Service)
52.249-14	Excusable Delays (Apr 1984)
52.251-1	Government Supply Sources (Apr 2012)
52.253-1	Computer Generated Forms (Jan 1991)
	HSAR CLAUSES
3052.203-70	Instructions for Contractor Disclosure of Violations (Sep 2012)
3052.205-70	Advertisements, Publicizing Awards, and Releases (Sep 2012), Alternate I (Sep 2012)
3052.219-70	Small Business Subcontracting Plan Reporting (Jun 2006)
3052.228-70	Insurance (Dec 2003)

I.2. 52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

I.3. 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.4. 52.215-8 Order of Precedence-Uniform Contract Format (Oct 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

I.5 52.217-8 Option To Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 DAYS of the end of the period of performance.

(End of Clause)

I.6 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of the end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years, six (6) months.

(End of Clause)

I.7 52.232-7 Payments Under Time-And-Materials And Labor-Hour Contracts (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.*

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications

specified in the contract, unless specifically authorized by the Contracting Officer.

- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by:
 - (i) Individual daily job time keeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
 - (iii) Other substantiation approved by the Contracting Officer.
- (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
- (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.
- (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

(1) For the purposes of this clause—

- (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- (ii) Materials means—

- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
 - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
 - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
 - (D) Applicable indirect costs.
- (2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the:
- (i) Quantities being acquired; and
 - (ii) Actual cost of any modifications necessary because of contract requirements.
- (3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—
- (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 - (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
- (5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--
- (i) Comprised only of costs that are clearly excluded from the hourly rate;
 - (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
 - (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.
- (6) To the extent able, the Contractor shall—
- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

- (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government
- (7) Except as provided for in 31.205-26(e) and (f) the Government will not pay profit or fee to the prime Contractor on materials.
- (c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244- 2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.
- (d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract.

When and to the extent that the ceiling price set forth in the Schedule has been increased,

any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval the voucher designated the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
- (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment

request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- (i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

I.8 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.9 HSAR 3052.204-71 Contractor Employee Access (SEP 2012) Alternate I (SEP 2012)

- (a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially

communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
 - (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
 - (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
 - (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
 - (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
 - (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Representative (COR)

will arrange, and complete any nondisclosure agreement furnished by DHS.

- (h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and CIO or their designees. In order for a waiver to be granted:
 - (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
 - (2) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

Part III – List of Documents, Exhibits, and Other Attachments

Section J: List of Attachments

- a. Performance Work Statement (PWS)
- b. List of technologies currently in use
- c. Accenture Federal Service LLC Subcontracting Plan Dated August 28, 2017 is hereby incorporated in its entirety by Reference.